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EXHIBIT A

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TOLLING AND FINANCIAL RESPONSIBILITY AGREEMENT

This Tolling and Financial Responsibility Agreement ("Agreement") is hereby entered into by and between the Parties, Shuang Zhang and William Parfet, each a "Party," upon the following terms and conditions.

1. WHEREAS, the Parties have been in pre-litigation confidential negotiations discussing a potential resolution of Zhang's claims against Parfet and MPI Research, Inc. ("MPI");

2. WHEREAS, on March 17, 2015 the California Department of Fair Employment and Housing issued to Zhang a "Notice of Case Closure and Right to Sue"; and

3. WHEREAS, in order to facilitate the Parties' effort to resolve the claims informally, the Parties are entering into this Agreement to toll any and all statutes of limitations and statutes of repose that may be applicable to Zhang's claims against Parfet and MPI and Parfet's claims against Zhang (the "Claims"), on the terms set forth herein.

4. This Agreement shall become effective on the date that it is signed by all Parties and their counsel (the "Effective Date");

5. The running of any statute of limitations period, statute of repose period, laches period, or any other similar time period which could, if commenced or allowed to keep running, operate to bar the assertion of any of the Claims is hereby suspended and tolled as of March 10, 2016, until such time as the tolling provisions of this Agreement terminate (the "Tolling Period") as provided for in Paragraph 6 below, after which time any applicable statute of limitations period, statute of repose period, laches period, or any other similar time period which operates to bar the assertion of any of the Claims will again commence to run as of the Agreement termination date;

6. Any Party may terminate the tolling provisions of this Agreement upon the later of (i) May 31, 2016, or (ii) 30 days' advance written notice to the other Party. Notice of termination shall be given to: Zhang's counsel, Richard Hoyer, 4 Embarcadero Center, 14th Floor, San Francisco, CA 94111, and Parfet's counsel, Nancy Abell, Paul Hastings LLP, 515 South Flower Street 25th Floor, Los Angeles, CA 90071. Notice will be effective upon sending by fax or email (to RHoyer@hoyerlaw.com and nancyabell@paulhastings.com) upon receipt of an acknowledgment by the recipient addressee (which shall be promptly given), or by overnight courier;

7. Except as expressly provided herein, this Agreement is not intended to be and shall not be construed to constitute a waiver of the rights of any Party to assert any claims or defenses against the other Party or any non-party to the Agreement. Nothing in this Agreement shall affect any defense available to any Party prior to the Effective Date.

This Agreement shall not in any manner revive claims or defenses or causes of action that were barred prior to the Effective Date by any statute of limitations, statute of repose, laches, or other defense based upon the passage of time or the timing of assertion of claims. This Agreement is not intended and shall not be construed to constitute an admission by any Party that any of the Claims were not already, prior to the Effective Date, barred by the statute of limitations, statute of repose, laches, or any other defense based upon the passage of time. Nothing in this Agreement shall constitute an admission of wrongdoing or liability by or to any Party to the Agreement to any other Party or to any non-party, and nothing in this Agreement shall prejudice the rights of any Party hereto to assert claims or defenses against any non-party to the Agreement except as provided by Paragraph 8 below.

8. The Parties agree that any civil claim that Zhang could assert against MPI based upon the termination of Zhang's employment with MPI and/or based upon the conduct of Parfet will be asserted against Parfet individually and not against MPI should litigation ensue. Parfet agrees that he will not dispute that Parfet (not MPI) was Zhang's legal employer for purposes of those claims. Parfet further agrees that he will bear full financial responsibility for any such claim if liability is found and damages are awarded once a final judgment is entered.

9. No Party shall offer this Agreement into evidence for any purpose other than to enforce the terms hereof. This Agreement shall be treated as confidential and privileged by the Parties and shall not be disclosed to any third party except as provided for herein or as required by law.

10. This constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and discussions. Every clause and provision in this Agreement is severable from every other clause so that if any is found to be illegal or unenforceable for any reason, such will not affect the enforceability of the remainder of the Agreement. The Parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed a waiver of any other provision or right herein. This Agreement may be modified only by written instrument executed by the Parties hereto. This Agreement shall be binding upon the Parties and upon their respective successors and assigns.

11. The persons signing this Agreement represent that they have the authority to enter into this agreement on behalf of the party for whom they are signing. This Agreement may be executed in counterparts, all of which shall be deemed fully effective, and a facsimile or other electronically-scanned signature shall have the same force and effect as an original penned in ink.

12. Paragraph 4 and Paragraphs 7 through 12 above shall survive the termination of the tolling provisions contained in Paragraphs 5 and 6 of this Agreement.

I have carefully read, fully understand and agree to these terms.

Dated: March 14 2016

Shuang Zhang

I have carefully read, fully understand and agree to these terms.

Dated: March 11, 2016

W. U. Parfet
William U. Parfet

Approved as to form:

Dated: March __, 2016

Richard A. Hoyer
HOYER & HICKS
Attorneys for Shuang Zhang

Dated: March 11. 2016

Nancy L. Abell
Nancy L. Abell
Paul Hastings LLP
Attorneys for William Parfet